BMRCL/A(PD)/TA/NGWA/2025-26/1

BANGALORE METRO RAIL CORPORATION LIMITED

RFP DOCUMENT

Name of the Assignment: Tender for providing Transaction Advisory (TA) Services for Integrated Property Development at Nagawara Metro Station of BMRCL.

MARCH - 2026

Bangalore Metro Rail Corporation Limited,
3rd Floor, BMTC Complex, KH Road,
Shantinagara, Bengaluru 560027

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SECTION – A: LETTER OF INVITATION (LOI)

Bangalore Metro Rail Corporation Ltd., (BMRCL) a Joint Venture of the Government of Karnataka and the Government of India, invites online open e-bids on KPP Portal from eligible applicants (**JV/ Consortium is not Permitted**), who fulfil the prescribed eligibility cum qualification criteria (EQC) (Single Stage – Two Cover System) for "Tender for providing Transaction Advisory (TA) Services for Integrated Property Development at Nagawara Metro Station of BMRCL.

RFP No: BMRCL/A(PD)/TA/NGWA/2025-26/1 Dated.: 27/03/2026

:Key Details:

Sl. No.	Description	
1	Bid Security (EMD)	INR 25,000/-
2	Bid Security (EMD) payment mode	Online payment through KPP Portal
3	Completion Period of the Assignment	26 weeks
4	Bid Documents available on KPP Portal	27/03/2026 to 22/04/2026 up to 17.00 Hours (IST)
5	Last Date & Time for seeking Clarification	10/04/2026 up to 17:30 Hours
6	Bid submission through e-procurement portal (online)	On or before 17:00 hours on dt: 22/04/2026
7	Date & Time of the opening of Bids (online)	23/04/2026 after 17:30 Hours
8	GOK e-procurement	https://kppp.karnataka.gov.in

1. Bid documents can be downloaded from the KPP portal by the bidders. The instructions to Bidders for online Bid submission on the KPP Portal are attached herewith,

2. Bid submissions shall be done online on the KPP Portal using valid **Class-II** or **Class-III** Digital Signature Certificates of the bidder.

3. Submission of Bids shall be closed at the prescribed last date & time for submission, after which no bids will be accepted on the e-portal. It shall be the responsibility of the Bidder to ensure that his Bid is submitted before the deadline for submission of bid. BMRCL will not be responsible for non-receipt of Bid due to any delay.

4. Bids shall be valid for a period of **90 days** starting from the prescribed last date of bid submission as indicated in LoI or as amended if any.

5. Bid shall be accompanied by "Bid Security (EMD)" as described in Instructions to Bidder (ITB).

6. Bidder who fulfils the criteria of EQC are eligible to participate in this bid.

7. Bidder are advised to frequently check the e-tendering portal for updates.

8. Aspiring Bidders/contractors who have not registered in e-procurement should register before participating through the website https:/eproc.karnataka.gov.in.

9. For details, registration and e-payment visit GOK e-procurement website https:/eproc.karnataka.gov.in or contact e-procurement Helpdesk at 080-25501227 / 25501216.

Sd/-
Director (Finance)
Bangalore Metro Rail Corporation Ltd.

1. INTRODUCTION

Bangalore Metro Rail Corporation Limited (BMRCL) is a joint venture of the Government of India and the Government of Karnataka, responsible for implementing and operating the Namma Metro project in Bengaluru. Its primary mandate is to plan, construct, and manage metro rail services to provide efficient, safe, and sustainable urban transport, reduce traffic congestion, and support transit-oriented development. BMRCL also undertakes property development around metro stations to generate non-fare revenue and promote integrated urban growth.

2. SCOPE OF SERVICES

The scope of services to be provided by the Consultant / Transaction Advisor, as described below, is indicative and not exhaustive. It does not include all incidental services that may be required to complete the assignment. The Consultant shall provide services in accordance with the true intent and meaning of this scope, regardless of whether certain tasks are explicitly mentioned, provided they can be reasonably inferred. The scope shall also be governed by the provisions of the Contract to be executed between the Consultant and BMRCL, which sets forth detailed terms and conditions. There may be several incidental services and assignments not listed herein but necessary for completing the work in all respects.

PHASE 1: FEASIBILITY STUDY

The Consultant will carry out a feasibility study for the project, considering local and regional scenarios, applicable laws, regulations, standards, and other relevant factors.

I. Location and Site Analysis
- Study connectivity, terrain, proposed development plans, and applicable development control regulations.
- Assess available infrastructure (roads, water, power).
- Evaluate approach roads and local connectivity through existing and proposed mass transport.
- Conduct perception mapping and assess growth potential of the site.
- Examine economic and business trends impacting proposed development.
- Review regulatory scenario and implications.

II. Market Demand Assessment
- Analyze real estate trends, demand drivers, recent and proposed developments, competition, and asset class formats.
- Conduct demand assessment to define appropriate product mix (e.g., , commercial offices, retail spaces, hospitality assets etc.).
- Assessment of Parking requirement.

III. Project Conceptualization

- Suggest development options for optimal land utilization.
- Determine project components for integrated land development.
- Assess space requirements for individual components and common facilities (utilities, parking, security).
- Ensure compliance with government guidelines and development control regulations.
- Recommend land use conversions if required.
- Concept plans for all the below mentioned three sites.

IV. Financial Feasibility Analysis

- Prepare project cost estimates (CAPEX, O&M, financing costs, taxes, contingencies).
- Develop cost recovery and revenue generation options.
- Build a detailed financial model including assumptions, demand forecast, funding structure, cash flows, P&L, balance sheet.
- Conduct financial analysis (FIRR, NPV, sensitivity analysis).

V. PPP Options Development and Project Structuring

- Evaluate PPP options considering funding sources, cost recovery mechanisms.
- Rank options and recommend optimal PPP modality.
- Provide details of proposed PPP structure, risk assessment matrix, and stakeholder impacts.
- Identify legal risks and allocate appropriately.
- Organize stakeholder consultations (investors, lenders, equity partners) and incorporate feedback.
- Recommend most suitable PPP structure.

VI. Marketing Sounding Exercise

Conduct structured interactions with potential private sector participants to validate project parameters (risk allocation, revenue models, technical design, contractual terms). Use feedback to refine project structure and bidding documents to enhance bankability and competitive participation.

PHASE 2: BID PROCESS MANAGEMENT

The Consultant shall prepare all necessary documents in compliance with public procurement laws and support BMRCL throughout the PPP bidding process until award of contract.

I. Bid Process Design

- Recommend bid strategy.
- Prepare qualification and evaluation criteria.
- Advice on best-value bidding parameters.

II. Preparation of Bidding Documents

- Draft RFP, concession agreements, and related documents.
- Support bidder communication and marketing of the project.

III. Managing the Bid Process

The Consultant shall assist BMRCL in managing the entire bid process for the project, ensuring transparency and compliance with applicable procurement guidelines. The key activities include:

- Assistance in Roadshows and Conferences.
- Clarifications to Bidders
- Pre-Bid Consultations:
- Evaluation of Proposals
- Finalization of Evaluation Reports
- Award of Concession
- Finalization and Signing of Concession Agreement

3. PROJECT EXECUTION PLAN

A. Assignment Overview

Bangalore Metro Rail Corporation Limited (BMRCL) intends to appoint a Transaction Advisor for Property Development in Nagawara Metro Station under PPP Mode.

Location: Nagawara Metro Station

No. of Land Parcel/Site: Three (03)

Google Map Locations:

Site No. 1 – Nagawara Metro Station - Pink Line Under Ground Station:

https://maps.app.goo.gl/zY2KGMJXu1ePM2Sk6

Site No. 2 – Vacant Area for Proposed MLCP Building:

https://maps.app.goo.gl/Juo9tcb2CG1YpDg89

Site No. 3 – Nagawara Metro Station – Airport / Blue Line Elevated Station:

https://maps.app.goo.gl/fWyZ17rNai9an5js8

Site No. 1 Built-Up Area above Nagawara Metro Station – Pink Line UG Station		
Project Details	**Sq. mt.**	**Sq. ft.**
Site area	13,528	1,45,614.18
Allowed FAR	2.5	
Built-Up Area	67,640	7,28,070.90
Achieved BUA (Property Development Area)	66,953	7,20,676.09
Achieved FAR	4.95	

Land area for commercial space	66,953	7,20,676.09
No. of Floors existing	4 Floors (1st to 4th Floor)	
No. of Floors proposed	8 Floors (1st to 8th Floor)	
Basement area	NA	
Height above road level: 43.86 mtrs.		
Height Below road level: NA		

Site No. 2 Vacant Area for Proposed MLCP Building		
Project Details	**Sq. mt.**	**Sq. ft.**
Site area	8,651	93,118.59
Allowed FAR	2.5	
Proposed Total Built-Up Area	31,319.42	3,37,119.43
Achieved BUA (Proposed Property Development Area)	7,846	84,453.64
Achieved FAR	3.6	
Land area for commercial space	31,319.42	3,37,119.43
No. of Floors existing	NA	
No. of Floors proposed	G+4	
Basement area	NA	
Height above road level: 28.75 mtrs.		
Height Below road level: NA		

Site No. 3 Nagawara Metro Station – Airport / Blue Line Elevated Station		
Project Details	**Sq. mt.**	**Sq. ft.**
Site area	2,968	31,947.29
Allowed FAR	2.5	
Built-Up Area	9,888	1,06,433.50
Proposed Total Built-Up Area	3,055	32,883.75
Achieved BUA (Proposed Property Development Area)	3.33	
Land area for commercial space	1,673	18,008.02
No. of Floors existing	NA	
No. of Floors proposed	G+5	
Basement area	NA	
Height above road level: 20.72 mtrs.		
Height Below road level: NA		

B. Duration of Assignment

The assignment shall be for a period of **26 weeks** from the date of commencement (i.e., from the date of signing of Agreement), extendable at the discretion of BMRCL based on project requirements.

C. Any other Documents/Details available with BMRCL regarding this project.

D. Key Personnel

The Consultant shall deploy the following **three key professionals** for the duration of the assignment:

Position	Minimum Qualification	Experience
Team Leader cum Finance Expert	MBA/PGDM or equivalent	10-12+ years in transaction advisory for PPP projects
Sector Specific / Technical / Market Expert	Masters in planning / architecture / construction management/real estate	5-6+ years in feasibility and market assessment
PPP cum Procurement Expert	MBA/ Masters in Engineering or equivalent	5-6+ years in bid process management for PPP projects
Architect	Master in Architecture / Urban Planning	5-6+ years in preparation in Planning & Concept Design

All key personnel must be available for meetings and presentations as required by BMRCL.

E. Deliverables, Timelines and Payment

Stage	Timeline from Start (X)	Payment in INR (Percentage of accepted contract amount)
Inception Report	X + 1 week	5%
Draft Feasibility Report with Concept Plan	X + 4 weeks	20%
Final Feasibility Report	X + 6 weeks	10%
Submission of Bidding Documents	X + 10 weeks	20%
Completion of Bid Process	X + 23 weeks	35%
Signing of Concession Agreement	X + 26 weeks	10%

F. Reporting

- The Consultant shall submit all deliverables in both hard and soft copies.
- Regular review meetings will be held with BMRCL.
- Immediate reporting of any major issues or risks impacting project timelines.

SECTION –B: INSTRUCTIONS TO BIDDERS (ITB)

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INSTRUCTIONS TO BIDDERS (ITB)

A GENERAL

This RFP is being invited for "**Transaction Advisory (TA) Services for the development of land parcels located at Nagawara Metro Station of Bangalore Metro Rail Corporation Limited".**

2.0 INFORMATION & REQUIREMENTS

2.1 According to Clause 2.0 of EQC, interested Bidders shall submit the bid as a Single Entity only**. 'Joint Venture/ Consortium' is not permitted in this bid.**

The firm can be either Proprietorship, Partnership firm or LLP, or Private Limited/ or Public Limited.

2.2 Subject to Clause 2.0 of EQC, eligible Bidders are required to satisfy qualification criteria as per Clause 3.0 of EQC to participate in this bid.

2.3 **Joint Venture / Consortium: DELETED**

3.0 COST OF BIDING:

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Biding process. The Bidder shall bear all costs associated with the preparation and submission of their Bid.

4.0 Deleted

B. BID DOCUMENTS

5.0 CONTENTS OF BID DOCUMENTS

5.1 The Bid Documents as listed below have been prepared for inviting bids:

Bid Document	
Section -A	Letter of Invitation (LoI)
Section -B	Instructions to Bidder (ITB)
Section -C	Eligibility cum Qualification Criteria (EQC)
Section -D	Letter of Application (Including Attachments)
Section -E	Conditions of Contract
Section –F	Contract Forms
Financial Proposal as per KPP Portal	

5.2 The Bidder is expected to examine carefully all the contents/ sections of the Bid Documents and take them fully into account before submitting his Bid. Failure to

comply with the requirements as detailed in these documents shall be at the Bidder's risk.

6.0 CLARIFICATION ON BID DOCUMENTS

6.1 While all efforts have been made to avoid errors in the drafting of the Bid documents, the Bidder is advised to check the same carefully and seek clarifications within the scheduled period only. No claim on account of any errors detected in the Bid documents later shall be entertained.

6.2 The bidder shall submit/upload any question through the KPP Portal not later than the last date of seeking clarification as mentioned in LOI**.** Clarifications sought through the portal will only be considered**.** Clarifications sought by fax/e-mail/post will not be considered**.**

7.0 AMENDMENT TO BID DOCUMENTS:

7.1 Before the deadline for submission of Bids, the Employer may issue further instructions to Bidders or any modifications to existing Bid documents in the form of an addendum & corrigendum. Such an amendment in the form of an addendum will be made available at the KPP Portal.

7.2 The provisions in such addenda and/or corrigenda shall take priority over the Bid Documents issued previously.

7.3 To afford Bidders reasonable time for preparing their Bids after considering such amendments, the Employer may, at his discretion, extend the deadline for the submission of bids in accordance with Clause 16 of Instructions to Bidders (ITB).

C. PREPARATION OF BIDS

8.0 **LANGUAGE OF BID:** Bids and all accompanying documents shall be in English Language. In case any accompanying printed literature is in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

9.0 COMPOSITION OF BID SUBMITBALS

9.1 The Bidder's bid submittals shall comprise documents listed in sub-clause 9.2 of Instructions to Bidders (ITB).

9.2 **Proposal Documents**

9.2.1 The Bidder shall upload soft copies (pdf) of all **Proposal Documents** duly completed/filled on the KPP Portal, which shall comprise of the following.

(a) Copy of Bid Security (EMD) in accordance with Clause 13 of Instructions to Bidders (ITB).

(b) Copy of Power of Attorney authorizing the signatory to commit the Bid, in accordance with sub clause 15 of Instructions to Bidders (ITB).

(c) The Letter of Application (including all Attachments) shall be complete without any alterations to their content/format.

(d) Documentary evidence/ qualification documents required to establish the Bidder's qualifications under Eligibility and qualification criteria.

(e) Any other documents requested in the Bid document as a part of the Bid.

9.2.2 All pages of the bid must be sequentially numbered with an Index sheet indicating page numbers. **Bidders may note that submission of a downloaded copy of the bid document from the KPP Portal is not required.**

9.2.3 Bidders shall submit their Price bid only in the format provided and no other format is acceptable. If the Price bid format is found to be modified by the bidder, the bid may be rejected.

9.3 This list of documents as described under Clauses 9.2 to be submitted has been prepared for the convenience of the Bidder and any omission on the part of the Employer shall not absolve the Bidder of his responsibility of going through the various clauses in the Bid Documents and submitting all the details specifically called for (or implied) in those clauses. BMRCL will not take cognizance of any additional information submitted if, in the opinion of BMRCL, the additional information is not required or will affect the Biding process materially.

10.0 BID PRICE

10.1 The Quoted Bid prices shall be governed by Bid documents as described under Clause 5.1 of Instructions to Bidders (ITB). The Bidder shall be responsible for the whole assignment as described in this RFP.

10.2 The 'Bid Price' or 'Quoted Price' shall include all Taxes, cess, duty, royalty, and other levies applicable for the Assignment, **inclusive of GST (@18%).** Bidder shall quote Lump sum amount against the Schedule given in the Financial Proposal.

10.3 The Bidder shall keep the contents of his Bid and the amount quoted by him confidential.

11.0 CURRENCIES OF THE BID: **Bid prices shall be quoted in Indian Rupees only.**

12.0 BID VALIDITY

12.1 The Bid shall remain valid and open for acceptance for a period of **90 days** (both days inclusive i.e. the last date of submission of bids and the last date of period of validity of the bid) starting from the prescribed last date of bid submission as indicated in LoI or as amended if any. A Bid valid for a shorter period shall be rejected by the Employer as non-responsive.

13.0 BID SECURITY (EMD)

The Bidder shall make an online payment of Interest Free Bid Security (EMD) of Rs. 25,000/- in the KPP Portal.

13.2 Deleted.

13.3 The Bid will be summarily rejected by the Employer in case;

(i) If a Bidder withdraws his bid during the period of bid validity.

(ii) The Bid Security (EMD) amount is less than the required amount as mentioned in Tender Document.

13.4 Bid Securities (EMD) of the Technically non-responsive or unsuccessful bidders will be returned in accordance with sub-clause 26.2 & sub-clause 26.3 of Instruction to Bidders (ITB) respectively as the case may be.

13.5 The Bid Security (EMD) of the Successful Bidder shall be returned upon the Successful Bidder executing the Contract Agreement after furnishing the required Performance Guarantee as per the Contract.

13.6 The bid security (EMD) shall be forfeited;

(a) if a Bidder withdraws his bid during the period of bid validity;

(b) if the bidder does not accept the correction of his bided price in terms of Clause 23.2.5 of Instructions to Bidders (ITB);

(c) if a bidder misrepresents or omits the facts to influence the procurement process

(d) in the case of a successful bidder if he fails to;

(i) Furnish the necessary performance guarantee.

(ii) Enter Contract within the time limit specified.

13.7 The Employer shall not be liable to pay any interest on the Bid Security amount stated above.

14.0 DELETED

15.0 FORMAT AND SIGNING OF BIDS

15.1 The bid shall be submitted online using the class-II/III digital signature of the authorized signatory of the bidder. The bid shall be signed by a person holding Power of Attorney duly authorized to sign as follows.

(a) In the case of a Proprietary firm, the Power of Attorney shall be duly signed by the Proprietor.

(b) In the case of a Partnership Firm, the Power of Attorney shall be duly signed by all the Partners OR the Partner/Partners holding the Power of Attorney.

(c) In the case of Private/Public Companies/ Limited Liability Partnership (LLP), a Power of Attorney from the Legal Representative of the Company who has been authorized by the Board of Directors through resolution to sign on behalf of the Company. Copy of Board Resolution, Constitution of the Legal Entity, Articles of Incorporation, or other valid legal instruments shall also be submitted.

15.2 Documents submitted in Bid submission shall contain no alterations, omissions, or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections

shall be initialed and dated by the person or persons signing the Bid before scanning and uploading/submitting.

15.3 All witnesses and sureties shall be persons of status and probity, and their full names, occupations, and addresses shall be written below their signatures.

15.4 Cancellation or creation of a document such as Power of Attorney, Partnership deed, Constitution of Firm, etc., which may have bearing on the Bid/Contract, shall be communicated forthwith in writing by the Bidder to the Employer (BMRCL).

15.5 General Power of Attorney (GPA) is also acceptable in place of Power of Attorney. GPA should contain the power of signing the Bid given by the Board of Directors. The said GPA should have come into force before the last date & time of submission of the Bid.

D. SUBMISSION OF BIDS

16.0 Submission of Bids

16.1 The bidder shall submit their bid on the KPP Portal mentioned in LoI before the closing time on the scheduled last date as indicated in LoI or as mentioned in subsequent addendum/corrigendum. The Bids shall be complete in line with clause 9.2

16.2 All documents which are to be uploaded/ submitted as soft copies/ scanned documents shall be typed or written in indelible ink and all the pages shall be signed by the authorized signatory of the Bidder before scanning and uploading. The employer is not responsible for any misplacement or non-uploading of any required documents to qualify in the bidding process.

16.3 The Bidder shall include with his Bid an index that cross-refers all the Employer's bid requirements elaborated in these documents to all the individual sections within Bid submittals which the Bidder intends to be the responses to every one of those requirements. The Bid submittals must be presented, all pages numbered and laid out in a logical sequence with main and subheadings to facilitate evaluation.

16.4 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids, etc. The bidders should follow this time during bid submission.

16.5 The Employer may, at his discretion, extend the date for the submission of the Bid by amending the Bid Documents in which case all rights and obligations of the Employer and the Bidder previously subject to the original date shall thereafter be subject to the new deadline as extended.

16.6 The Bidder shall ensure that a receipt/acknowledgment is obtained for the submission of his bid at the KPP Portal.

17.0 LATE BIDS:

Submission of Bids shall be closed on the KPP Portal at the last date & time of submission prescribed in LOI or as mentioned in subsequent addendum/corrigendum after which no bid shall be accepted by the e-portal.

BMRCL will not be responsible for any delay, internet connection failure, or any error in uploading the bid. The bidders are advised to upload their submissions well before the due date and time of bid submission to avoid any problems and last-minute rush.

18.0 MODIFICATION AND WITHDRAWAL OF BIDS

18.1 Except where expressly permitted by these Instructions, the Bidder shall not make or cause any alteration, erasure, or obliteration to the text of the documents prepared by the Employer and submitted by the Bidder with or as part of his Bid**.**

18.2 No modifications or withdrawal of bid shall be permitted after the deadline for submission of the Bid. Withdrawal of the Bid after the deadline for submission of Bids but before the period of Bid Validity shall result in the Employer's action as per Clause 13.6 of Instructions to Bidders (ITB).

18.3 **The Bid submitted online will be taken as the final bid.**

E. BID OPENING AND EVALUATION

19.0 BID OPENING

19.1 The tenders shall be opened online **in the eProcurement Portal** by the Employer on the scheduled date and time of Tender opening as mentioned in NIT or as per subsequent amendment if any. (If such scheduled date for opening of Bid is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed to be the date of opening of the Bids).

19.2 On Opening the Technical Bid, BMRCL will first check the Tender Security (EMD) documents submitted by the bidder on the eProcurement Portal.

19.4 Tender submittals/ documents of all online bids accepted by the Employer on the eProcurement Portal shall be downloaded for further technical evaluation.

19.5 The Financial Bid(s) will be opened on the eProcurement portal on a subsequent date after the evaluation of Technical Bids. Financial Bids of only those tenderers whose submissions are found substantially responsive and technically compliant as per clause 22.1 of ITT will be opened. Bidders shall visit the eProcurement Portal regularly for more updates.

20.0 PROCESS TO BE CONFIDENTIAL

20.1 Except for the public opening of Bid on the KPP Portal, information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

20.2 Any effort by a Bidder to influence the Employer in the process of examination, clarification, evaluation, and comparison of Bids and decisions concerning the award of contract, may result in the rejection of the Bid.

21.0 CLARIFICATION OF BIDS

21.1 Evaluation of Bids submitted by Bidders shall be undertaken based on details submitted in Bids only. Employer may at his discretion ask any Bidder for clarification on his submittals through KPP portal. The Bidder, in response to the clarification, is not permitted to submit additional information not pertaining to the clarification sought. The request for clarification and the response shall be in writing only through KPP Portal and no response leading to material change in the submittals will be permitted.

22.0 DETERMINATION OF RESPONSIVENESS

22.1 For this clause, a responsive Bid conforms to all the terms, conditions, and specifications of the Bid documents without material deviation or reservation which include exceptions, exclusions & qualifications. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance, or administration of the works to be undertaken by the Bidder under the Contract, or which limits in any substantial way, the Employer's rights or the Bidder obligations under the Contract as provided for in the Bid documents and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.

22.2 The Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission. The Employer may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. The request of the Employer for clarification and the response of the bidder shall be in writing through KPP portal. Failure of the Bidder to comply with the request may result in the rejection of his Bid.

22.3 If a Bid is not substantially responsive to the requirements as stipulated in Bid documents, it will be rejected by the Employer and subsequently will not be permitted to be made responsive by the Bidder by correction or withdrawal of the non-conformity or infirmity. The Bid of such Bidder shall not be opened on the KPP Portal.

22.4 The decision of the Employer as to which of the Bids are not substantially responsive shall be final.

23.0 EVALUATION OF BID

23.1 Evaluation of Technical Bids

23.1.1 The Employer will carry out the Technical evaluation of Tender submittals/ documents of all online bids accepted by the Employer on the eProcurement Portal to determine that the Tenderer has a full comprehension of the work of the Contract. Where a Tenderer's Technical submittal is found to contain any material deviation or reservation with the requirement of work, the Tender may be rejected.

23.1.2 Evaluation of bids involves verification of payment of requisite Tender Fees.

23.1.3 The evaluation of the Technical Bid includes verification of the Tender Security to ensure it is adequate and fully compliant with Clause 13.0 of the Instructions to Tenderers (ITT).

23.1.4 Further Technical Bids will be evaluated for Eligibility cum Qualification Criteria (EQC). If the Tenderer fails to meet the requirements of EQC, then evaluation of other technical parameters will not be done, and financial bids of those Tenderers will not be opened.

23.1.5 Tenderer's Financial Bid will be opened only if Technical bid meet the requirements of EQC and is found to be substantially responsive to the requirements stipulated in the Tender document. The date and time of opening of financial bid shall be informed online on the eProcurement Portal to the Tenderers who meet the Technical Requirements of Tenders.

23.1.6 The offers of Tenderers which have not been found to be substantially responsive to the requirements of the Tender document and which have been determined as being not qualified in the evaluation of Technical Bid, the Financial Bid(s) of such Tenderer(s) shall not be opened on eProcurement Portal.

23.1.7 Tender Securities (EMDs) of nonresponsive bidders (whose Financial Bids are not opened) shall be returned after finalization of technical evaluation and updating the same on eProcurement Portal.

23.2 Evaluation of Financial bid

23.2.1 The Financial Bids of all Technically qualified and substantially responsive Tenderers shall be opened online on the eProcurement Portal. The Financial Bids of all such Tenderers shall be downloaded by the Employer from the eProcurement Portal for office records and further Financial Evaluation.

23.2.2 Offers, deviations, and other factors that are more than the requirements of the Tender Documents or will otherwise result in the accrual of unsolicited benefits to the Employer shall not be considered in the Tender evaluation.

23.2.3 Evaluation of the Financial Bid will be based on the Lumpsum Bid Financial Offer quoted by the Tenderer. Any alteration in Price Bid will not be given any cognizance. The amount quoted by Tenderers must be found to be reasonable and acceptable.

23.2.4 The evaluation of Financial Bids by the Employer will take into account, in addition to the Tender amounts, the following factors.

A. Arithmetical errors corrected by the Employer as per Clause 23.1.6 of Instructions to Tenderers (ITT).
B. Such other factors of an administrative nature as the Employer may consider having a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

23.1.6 **CORRECTION OF ERRORS**

23.1.7 The Evaluation Committee will determine whether the Financial Proposals are complete, (i.e. whether they have costed all Items and add their cost), correct any Computational Errors.

The effect of the price adjustment provisions of the Conditions of Contract, to be applied over the period of execution of the Contract, shall not be considered in bid evaluation.

23.1.8 Conditional quotes for any or all schedules of Price Bid may lead to rejection of Bid.

F AWARD OF CONTRACT

24.0 AWARD CRITERIA

Subject to Clause 25.0 of Instructions to Bidders (ITB), the Employer will award the Contract to the Bidder whose bid has been determined to be substantially responsive and compliant to the requirement contained in the bid documents as per sub-clause 23.1 of Instructions to Bidders (ITB) and who has offered the lowest Evaluated Bid Price.

25.0 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

Notwithstanding Clause 24.0, the Employer reserves the right to accept or reject any Bid and to annul the Bid process and reject all Bids, at any time before the award of the contract without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for Employer's action.

26.0 NOTIFICATION OF AWARD

26.1 Until a formal contract is prepared and executed, the issuance of a 'Letter of Acceptance' shall constitute a binding Contract**.**

26.2 Bid Securities (EMD) of the unsuccessful bidders will be returned to them immediately after issuance of a 'Letter of Acceptance' to the successful bidder.

26.3 As per the Office Memorandum issued by Ministry of Finance, GoI, No. F.1/2/2022-PPD Dtd.: 01/04/2022, the EMD of technically non-responsive / disqualified Bidders will be returned by BMRCL, without any interest, during First Stage of Tender Process i.e., after the completion of Technical Evaluation process etc., within 30 days of declaration of result of First Stage i.e., Technical Evaluation etc. in KPP Portal.

27.0 SIGNING OF CONTRACT AGREEMENT

The Employer shall prepare the Contract Agreement in the format as prescribed in Contract Forms (Form-1), with such modifications as may be necessary for duly incorporating all the terms of the agreement between the two parties. The successful Bidder will be required to execute the Contract agreement within the period stated in the Contract Data of Conditions of Contract (CC). One copy of the Contract Agreement duly signed by the Employer and the Bidder through their authorized signatories will be supplied by the Employer to the Bidder.

28.0 PERFORMANCE SECURITY

28.1 The successful Bidder shall furnish to the Employer a Performance Security and Additional Performance Security (if applicable).

28.2 DELETED.

29.0 ANNULMENT OF THE AWARD

Failure of the Successful Bidder to comply with the requirements of Instructions to Bidders (ITB) clauses 26.0, 27.0 and 28.0 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security / EMD.

30.0 COMPLETION PERIOD

Time for Completion is given in the Contract Data of Conditions of Contract.

31.0 APPEAL

31.1 Under Section 16 of the KTPP act, the aggrieved Bidder may appeal to the Appellate Authority – Managing Director, BMRCL.

31.2 Any suit or application, arising out of any dispute or differences on account of this Bid after the first step of Bidder's appeal to the Appellate Authority is exhausted shall be filed in a competent court of Law at Bangalore, Karnataka only and no other court or any other district of the country shall have any Jurisdiction in the matter.

32.0 CONTACT PERSON IN THE BMRCL OFFICE

Advisor (PD),
BMRCL Corporate Office, 3rd Floor,
BMTC Complex, KH Road,
Shanthinagara, Bengaluru – 560027

Email: vasanthrao@bmrc.co.in

SECTION-C: ELIGIBILITY CUM QUALIFICATION CRITERIA (EQC)

Sl. No.	Description	Section Page No.
1.0	General Information and Qualification Requirement	22
2.0	Eligible Bidders	22
3.0	Qualification Criteria	26

1.0 GENERAL INFORMATION AND QUALIFICATION REQUIREMENT

1.1 The Bidders should demonstrate their capabilities, by providing data based on their experience, past performance, personnel, and financial resources. Client Certificates are mandatory for the consultancy services.

1.2 Information supplied by the Bidder must apply to the Bidder named in the application and not, unless specifically requested, to other associated Companies or Firms.

1.3 Bidders will not be required to submit on their own additional information or material after the date of submission, and such material if submitted will be disregarded.

1.4 Bids will be evaluated as per the Eligibility cum Qualification Criteria & other requirements stipulated in the Request for Proposal. The Bid is liable to be rejected if the credentials and information required are not submitted in entirety as per the RFP Document.

1.5 Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Qualification Process will be given and that BMRCL Qualification decisions are without any right of appeal whatsoever. Bidders are advised that neither BMRCL nor its Successors, Assignees/Consultants will respond to inquiries or enter communications concerning or relating to the selection process.

2.0 ELIGIBLE BIDDERS

2.1 Bidder may be a Proprietorship Firm/ Partnership Firm/Private Limited Company/ Public Limited Company.

2.2 Any Bidder from a country that shares a land border with India will be eligible to bid in this Bid only if the Bidder is registered with the Competent Authority. *Further, any bidder (including from India) having a specified Transfer of Technology (ToT) arrangement with an entity from a country that shares a land border with India, shall also be required to be registered with the same competent authority* constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India or the Competent Authority constituted by Government of Karnataka.

i. "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in certain contexts) means any person or firm, or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of Bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

ii. "Bidder from a country which shares a land border with India" means: -

a. An entity incorporated, established, or registered in such a country; or
b. A subsidiary of an entity incorporated, established, or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or

d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or Joint venture where any member of the consortium or joint venture falls under any of the above.

iii. The beneficial owner for the purpose of (ii) above will be as under:

a. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

- "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by their shareholding or management rights or shareholders agreements or voting agreements.

b. In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical persons, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

c. In the case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical persons, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

d. Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

iv. Successful Bidder shall not be allowed to sub-contract works to any contractor from a country that shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "Contractor from a country which shares a land border with India" shall be as in para (ii) above.

v. The registration shall be valid at the time of submission of bids and at the time of acceptance of bids.

vi. If the bidder was validly registered at the time of acceptance/placement of the order, registration shall not be a relevant consideration during contract execution.

2.3 Bidder is required to submit an undertaking for compliance with the above Clause 2.2. (Attachment-2, Attachment-2A, and Attachment-2B).

2.4 The above clause 2.2 will not apply to Bidders from those countries (even if sharing a

land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.

2.5 Bidders shall not have a **CONFLICT OF INTEREST** that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder will be deemed to have a Conflict of interest with one or more parties in this Bidding process, if:

(a) A bidder submits more than one bid either individually or as a partner for a Consultancy Service will result in disqualification of all its bids for that Consultancy Service.

(b) The Bidder lends or temporarily seconds its personnel to Firms or organizations which are engaged in executing services related to procurement for implementation of this project if the personnel were involved in any capacity on the same project.

2.6 As of the date of submission of the Bid, the Bidder should not be excluded as per the GROUNDS FOR EXCLUSION. The Bidder should submit an undertaking to this effect.

i) **GROUNDS FOR EXCLUSION will constitute the following if the Bidders (in case of JV applicable to all members).**

(a) are bankrupt, being wound up or ceasing their activities, having their activities administered by the courts, have entered receivership, or are in any analogous situation arising from any similar procedure.

(b) have been convicted within the past five years by a court decision, which has the force of residential jurisdiction in the country where the project is implemented, of fraud or corruption or any other offense committed during the procurement or performance of a contract, unless they provide supporting information together with their Statement of Integrity which shows that this conviction is not relevant in the context of this project.

(c) have committed serious professional misconduct within the past five years during the Procurement or performance of a contract, as evidenced by any means by the Employer.

(d) have not fulfilled their obligations regarding the payment of social security contributions or taxes under the legal provisions of the country where they are established or the Employer country.

(e) have indulged in 'Corrupt Practice'; "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or contract execution.

(f) have indulged in 'Fraudulent Practice'; "fraudulent practice" means a misrepresentation of facts to influence an evaluation process or the execution of a contract and includes collusive practices among Bidders (before or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Employer of the benefits of free and open competitions.

(g) have been considered ineligible due to execution of Bid–Securing Declaration by any Central Govt./State Govt./PSUs.

(h) have been Blacklisted/debarred/banned business by any Central Govt./State Govt./PSUs.

(i) have left/abandoned the services awarded incomplete on his own in the last 05 years.

(j) have been rescinded/terminated by BMRCL / Any Other Metro Organization (100% owned by Govt.) after award during the last 3 years (from the day of bid submission) due to non-performance of the service, executed either individually or in a JV/Consortium for services.

(k) have been either penalized with liquidated damages of 10% (or more) of the contract value due to delay or imposed with a penalty of 10% (or more) of the contract value due to any other reason in any Contract awarded by BMRCL/any other Metro Organization (100% owned by Govt.), during last three years (from the day of bid submission).

ii) Bidders may also note that in case the Bidder (applies to each member in case of a Joint Venture/Consortium) is excluded as per Ground for Exclusion mentioned above, after the due date of submission of Bid but before award of the contract by BMRCL, they shall inform the same to BMRCL in writing within 5 working days, failing which it will be considered that the Bidder has willfully concealed the information and the Bidder shall be solely responsible for all implications that may arise under the conditions of this RFP.

iii) Any such exclusion will result in disqualification of the Bidder, and the financial proposal of such Bidder shall not be opened in case the evaluation is still in progress. In case the Financial Proposals have already been opened, and the Contract is not yet awarded, the Financial Proposal will not be further considered for evaluation.

3.0 QUALIFICATION CRITERIA

After satisfying the conditions stipulated in Clause 2.0, eligible bidders shall comply with the criteria detailed in the subsequent paragraphs to qualify.

3.1 CONSULTANCY EXPERIENCE & FINANCIAL STANDING:

3.1A CONSULTANCY EXPERIENCE:

S. No.	Compliance Requirements: The Tenderer must have below mentioned both qualification (1) & (2)	Submission Requirements
1	Experience as a Prime Consultant (Single Entity or Joint Venture partner) in *Similar Consultancy Services that has been completed during the last 07 (Seven) years, ending as on the date of bid submission where the value of services meets or exceeds **INR 25.48 Lakhs** from a Single Contract.**	Attachment – 4 & 5.
2	Experience as a Prime Consultant (Single Entity or Joint Venture partner) in *Similar Consultancy Services at least must have successfully completed 03 (Three) similar Contracts in Government/PSU/Local Bodies that have been completed during the last 07 (Seven) years ending as on the date of bid submission**.**	Attachment – 4 & 5.

Note:

1. **Similar Consultancy Services means 'Transaction Advisory Assignments' for development of infrastructure projects involving development of large commercial assets on PPP model in sectors such as Metro Rails, IT Parks, Airports, Railways, Tourism, Hotels/resorts, Housing, Way-side amenities. However, Consultancy services for EPC will not be considered for evaluation.*
2. ***Similar Consultancy Services with Value of Completed assignment (s) in INR/converted equivalent INR during previous financial years shall be updated with a weightage of 5 % per year (Compounded annually) to bring them to the price level of the financial year in which the tenders are invited.*
3. *For the purpose of evaluation, value of assignments in foreign currencies shall be converted to equivalent INR as per the following procedure: Value of completed assignment (s) / value of substantially completed assignment(s) in foreign currency*

shall be converted to Equivalent INR by adopting Exchange rate between the foreign currency and INR as prevailing on the date of completion / date given in the substantial completion certificate as applicable, as per the website of Reserve Bank of India (RBI).

4. *The client's certificate shall indicate the nature and scope of the consultancy service, awarded cost, actual completion cost, actual date of completion, and other relevant details in respect of the similar consultancy service shall be furnished by the bidder in support of the consultancy experience.*

5. *If the consultancy services are performed for private clients, the Contract Agreement, Bill-wise payment details received, and Proof of TDS (Form 26AS) deducted by clients for all payments received shall be submitted duly certified by CA.*

6. *In case the consultancy service(s) performed as a member of JV/Consortium, consultancy services performed shall be considered as per the percentage participation of the member in that JV/Consortium. A copy of such a JV agreement shall also be submitted by the bidder.*

7. *Only services performed as the main consultant to the employer shall be considered/evaluated. services performed as a sub-consultant to a main consultant shall not be considered.*

3.1B FINANCIAL STANDING:

S. No	Compliance Requirements	Submission Requirements
1	**Annual Turnover:** The Bidder shall have a minimum annual turnover of **INR 1.02 Crore** from *Consultancy Service Contracts* The annual turnover shall be calculated as the total certified payments received for contracts in progress or completed**,** and it must have been achieved in any two (02) financial years within the last five (05) financial years**,** counted from the current financial year.	Attachment-7 & 7A
2	**Net Worth**: The Net Worth of the bidder should be positive in the last Financial Year i.e. 2024-25.	Attachment-7

Note:

1. *Annual financial statements (Audited Balance sheets including all related notes and income statements) for the last five financial years, counted from the current financial year, shall be submitted by the Bidder. The financial information of the Bidder must be certified either by the Independent Financial Auditor (statutory Auditor) of the company appointed under the Companies Act or by a Chartered Accountant with his stamp and signature with membership number and firm registration number.*

2. *If any discrepancy in data is found between the Audited Balance sheet and the*

financial information submitted, the data available in the Audited Balance sheet will be considered.

3. *In case the audited Balance Sheet for the last financial year, counted from the current financial year, is not available at the time of bid submission, the Bidder shall submit an affidavit certifying that:* "The Balance Sheet has not been audited so far." *In such a case, the financial data of the previous four (04) audited financial years shall be taken into consideration for evaluation purposes.*

   If the audited Balance Sheet for any year, other than the last financial year, is not submitted, even when specifically requested as a clarification under Clause 21 of the Instructions to Bidders (ITB), the bid shall be considered non-responsive.

4. *All submitted financial documents shall reflect the stand-alone financial status of the Bidder and shall not include the financials of parent companies, subsidiaries, or affiliates.*

5. *In case the financial data is in a currency other than Indian Rupees, the same shall be converted into equivalent Indian Rupees by adopting the Exchange rate between the foreign currency and INR as prevailing on last day of respective financial years, as per the website of Reserve Bank of India (RBI) for Bid Evaluation.*

6. *To align a January–December financial year with the standard April–March fiscal year, use the following conversion:*
   A calendar year (e.g., January–December 2023) corresponds to the subsequent fiscal year (e.g., FY 2023–24, covering April 2023 to March 2024). Apply this rule consistently to all such conversions.

7. ****Annual turnover of previous financial years in INR/converted equivalent INR shall be updated with a weightage of 5 % per year (Compounded annually) to bring them to the price level of the financial year in which the bids are invited*

8. *All the documents or certifications, which are provided by CA after 1st July 2019, must contain UDIN thereon and the particulars of certifications must be the same as mentioned on the document/certification and submitted to ICAI on its website, which can be verified online on https://udin.icai.org/search-udin.*

SECTION-D: APPLICATION (Including Attachments)

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Application

(To be submitted on Bidder's Letterhead)

The Managing Director,
Bangalore Metro Rail Corporation Ltd.
Third floor, BMTC Complex
KH Road, Shanthinagar
Bangalore-560027, Karnataka, India.

Dear Sir,

Application for "(Name of Assignment) ----------

RFP Notification No: ----------

We, M/s ----------hereby apply as a Bidder for the above said Assignment. We, the undersigned, declare that:

1. We have examined and have no reservations about the RFP Documents, including the Addendum and Corrigendum issued in accordance with the Information to Bidders.

2. We hereby offer to execute in conformity with the RFP/Bid Documents.

3. Our Bid shall be valid for a period of ……days (*as stated in ITB Clause.12*) from the last date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. We declare that the submission of this Bid confirms that no agent, middleman, or any intermediary has been, or will be engaged to provide any services or any other items of service related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment that may be construed as an agency commission has been, or will be, paid, and that the bid price does not include any such amount. We acknowledge the right of the purchaser if he finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded, to declare the Contract null and void.

5. We understand that you are not bound to accept the highest-scored Bid or any other Bid that you may receive.

6. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Assignment, without incurring any liability to the Bidders, in accordance with the RFP document.

7. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Employer in connection with the selection of the Bidder, or in connection with the

Bidding Process itself, in respect of the above-mentioned assignment and the terms and implementation thereof

8. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us until a formal contract agreement is prepared and executed.

9. We understand that in the event of any information furnished by us being found later on to be incorrect or any material information having been suppressed, the following action can be taken in addition to the Provisions of Para 4.33 of CC.

    a. Any tender submitted by us in future for other works based on qualification may not be considered.
    b. If any tender from us is accepted and a contract awarded to us based on our qualification, the tender acceptance may be withdrawn and the contract awarded to us may be cancelled without any financial claim request from our side.
    c. Our name will/may be removed from the panel of qualified agencies.

10. We acknowledge that the Attachments to this Application are an integral part of the Bid.

11. A Power of Attorney to sign and submit this bid is attached.

Yours faithfully,
(Signature) ……
Name of Signatory: ……
Capacity of Signatory: ……
Name and address of Bidder

ATTACHMENT -1

PROFORMA LETTER OF DECLARATION AND UNDERTAKING

(To be submitted on Bidder's Letterhead)

Ref: Dated…….

The Managing Director,
Bangalore Metro Rail Corporation Ltd.
Third floor, BMTC Complex
KH Road, Shanthinagar, Bengaluru-560027.

Dear Sir,

Declaration and undertaking for "(Name of Assignment) ----------

RFP Notification No: ----------

We M/s ---------- submitted the Bid for the above-mentioned Assignment, do hereby solemnly affirm and state the following as a Declaration and Undertaking:

1. Having examined the RFP Document, Conditions of Contract, Pricing Document, Eligibility Cum Qualification Criteria, Instructions to Bidder and Addenda/Corrigendum, etc., thereto (if any) of the above-mentioned Assignment, and prepared the Bid entirely in accordance with all the requirements of the RFP document and agree with them.

2. We hereby confirm that we have visited the sites of work and have become conversant with the local conditions.

3. For your evaluation, study, review, and decision making, we are ready to let you inspect our business premises, etc.

4. We authorize BMRCL or any of their authorized representative to approach, enquire, verify, and check the matter furnished in our submission with the concerned client/owner of the Project / Contract and the concerned Banker of reference provided by us.

5. We undertake to hold in confidence all documents and information whether Technical or Commercial supplied to us at any time by or on behalf of BMRCL in connection with this Bid without your written authority or as otherwise required by law not to publish or otherwise disclose the same.

6. If our Bid is accepted, we agree to establish our project office in Bangalore.

7. If our Bid is accepted, we commit to submitting a Performance Security in accordance with the RFP Documents.

8. We declare that we do not have a conflict of interest as described in EQC Clause 2.5.

9. We declare that we have not been excluded as per the GROUNDS for EXCLUSION mentioned in Clause 2.6 of EQC as on the date of submission.

10. We understand that this Bid shall be governed by and construed in all respects according to the laws for the time being force in India. The courts at Bangalore will have exclusive jurisdiction in the matter.

11. We confirm and declare that by our signature below, to the best of our knowledge and belief, the information provided by us as required in this RFP Document, all supporting and explanatory information is truthful and exact.

12. In case our Bid is accepted, we will enter into an agreement as per Clause: 27.0 of Instructions to Bidders (ITB) by signing all the contract documents mentioned in Contract Form-1.

13. We declare that we comply with Clause. 2.2 of EQC. At any stage, if our declaration is found to be false, the Employer shall take actions in accordance with legal actions as may be permissible under law.

14. We undertake to complete and deliver the whole of the consultancy services and achieve all stages within the time stated in the contract data.

Yours faithfully,

(Signature) ……
Name of Signatory: ……
Capacity of Signatory: ……
Name and address of Bidder:

ATTACHMENT-2

PROFORMA LETTER OF DECLARATION REGARDING ELIGIBILITY

IN RESPECT OF CLAUSE 2.2 OF EQC.

(To be submitted on Bidder's Letterhead)

Ref: (Bidder to provide date and reference No.)
Dated…….

The Managing Director,
Bangalore Metro Rail Corporation Ltd.
Third floor, BMTC Complex
KH Road, Shantinagar,
Bengaluru-560027, Karnataka, India.

Dear Sir,

Sub: Declaration Regarding Eligibility in Respect of Clause 2.2 of EQC for the consultancy service---------- (Name of the Consultancy Service)

RFP Notification No: ----------

We, ... (Name of Bidder/ ..... (Name of JV Members, if JV is permitted) for evaluation of the performance of above said contract hereby declare that we have read Clause 2.2 of EQC regarding restrictions on procurement from a Bidder of a country that shares land borders with India.

(I) Clause 2.2 of EQC applies to us and the required supporting documents are attached.

OR

(II) The Clause 2.2 of EQC does not apply to us.

In case of any false declarations made by us for qualifying, we shall be disqualified, and our Bid shall be rejected, and suitable action will be initiated in accordance with legal actions as may be permissible under law.

Yours faithfully,

(Signature) ……
Name of Signatory: ……
Capacity of Signatory: ……
Name and address of Bidder:

Note: Delete which is not applicable in respect of (I) or (II) given above.

ATTACHMENT-2A

UNDERTAKING REGARDING ELIGIBILITY IN RESPECT OF CLAUSE 2.2 OF EQC.

IN CASE OF SUB-CONSULTING

(To be submitted on Bidder's Letterhead)

We, M/s ---------- have read the EQC Clause 2.2 regarding restrictions on procurement from a Bidder of a country that shares a land border with India and on sub-contracting to consultants from such countries.

We, M/s ---------- declare that, in case we are awarded the contract, we will not subcontract any consultancy service under this contract to a consultant from such countries unless the consultant is registered with the competent authority and submits a valid registration certificate.

Yours faithfully,

(Signature) ……
Name of Signatory: ……
Capacity of Signatory: ……

Name and address of Bidder:

ATTACHMENT-2B

UNDERTAKING REGARDING ELIGIBILITY IN RESPECT OF CLAUSE 2.2 OF EQC.

IN CASE OF TRANSFER OF TECHNOLOGY (ToT)

(To be submitted on Bidder's Letterhead)

We, M/s ---------- have read the EQC Clause 2.2 regarding restrictions on procurement from a Bidder having a Transfer of Technology arrangement (ToT). I certify that we do not have any ToT arrangement requiring registration with competent authority.

OR

We, M/s ---------- have read the EQC Clause 2.2 regarding restrictions on procurement from a Bidder having a Transfer of Technology arrangement (ToT). I certify that we have a valid registration to participate in this procurement.

Yours faithfully,

(Signature) ……
Name of Signatory: ……
Capacity of Signatory: ……

Name and address of Bidder:

Note: Strikeout whichever is not applicable.

ATTACHMENT - 3

CONSULTANCY SERVICES

Name of Bidder: ……

Name of JV Member:…….(In Case of JV)

Project Title:	Location:
Client Name and address:	
Client's Representative:	Tel.:
Project Description: (Details of the Consultancy Services carried out)	
Was the service carried out as a) Single entity OR (b) Member of a JV/consortium b) In case service carried out as Member of a JV/consortium indicate % of participation: …….	
Date of commencement of Consultancy s	Date of completion of Consultancy service:
Was the date of completion given in the original contract extended? If so, how much and why?	

(Signature) ……

Name of signatory: ……

Capacity of signatory: ……

Name and address of Bidder:

Attachment- 4

Summary of Information provided in Attachment- 3

Sl. No.	Name of the Similar Consultancy Service	Name of the client - Government/PSU/Local Bodies	Single entity/ Member of a JV/Consortium	Percentage of Participation in Case of JV/ Consortium for that Consultancy Service	Broad Scope of Consultancy Service	Date of Commencement of Consultancy Service	Original Date of Completion of Consultancy Service	Final Date of Completion of Consultancy Service

(Signature) ……

Name of signatory: ……

Capacity of signatory: ……

Name and address of bidder: ……

ATTACHMENT-5

COMPANY PROFILE OF CONSULTANT

(To be submitted by each member in case of JV/Consortium)

A. BIDDER INFORMATION	
Bidder's Legal Name	
Legal Status of the Bidder	Proprietorship Firm/ Partnership Firm/Private Limited Company/ Public Limited Company (Please tick one)
Date of Incorporation:	
Bidder's legal address, telephone numbers, fax numbers, email address for communication	
Bidder's authorized signatory (name, designation, address, contact no.)	
Bidder's authorized representative (name, designation, address, contact no.)	
Bidder's Bank Details (a) Name of the Bank and Branch (b) Account Number (c) IFSC Code (d) Bank's Contact Number and Fax Number (e) Bidder's PAN: (f) Bidder's GST Registration No:	

Note: Articles of Association or Constitution & Certificate of Incorporation of the legal entity to be submitted by the Bidder.

(Signature) ……

Name of Signatory: ……

Capacity of Signatory: ……

Name and address of Bidder:

ATTACHMENT-6

Financial Information

(To be submitted duly signed by Bidder & his Chartered Accountant/ Independent Financial Auditor)

No.	Financial Information	Financial Years				
		2020-21	2021-22	2022-23	2023-24	2024-25
1	Total Assets					
2	Current Assets					
3	Total Liabilities					
4	Current Liabilities					
5	Annual Turnover					
6	Net Worth					

(Signature) ……

Name of Signatory: ……

Capacity of Signatory: ……..

Name and address of Bidder……..

(Signature & Seal) ……

Name of Signatory: ……..

(Chartered Accountant/ Independent Financial Auditor)

Address: ……..

ATTACHMENT-6A

Updated Annual Turnover

(To be submitted by Bidder)

Sl. No	Financial Year	Annual Turnover (Consultancy Contracts only)	Multiplying factor	Updated Annual Turnover
		INR		INR
1	2020-2021		1.28	
2	2021-2022		1.22	
3	2022-2023		1.16	
4	2023-2024		1.10	
5	2024-2025		1.05	

Note: *Annual Turnover as provided in Attachment-6 is to be updated to the price level of the Financial Year of Bid Invitation.*

(Signature) ……

Name of Signatory: ……

Capacity of Signatory: ……..

Name and address of Bidder……..

(Signature & Seal) ……

Name of Signatory: ……..

(Chartered Accountant/ Independent Financial Auditor)

Address: ……..

ATTACHMENT-7

FORMAT FOR POWER OF ATTORNEY FOR BIDDING

(To be executed by the Bidder, in case of JV, to be executed by each member)
(Ref. Clause 15.1 of "Information to Bidders")

(On Non – Judicial stamp paper of appropriate value in accordance with Stamp Act if in India or such equivalent document duly attested by a notary public)

POWER OF ATTORNEY

Know all men by these presents, we _____(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr. / Ms. _____R/o _____(name and address of residence) who is presently employed with us and holding the position of _____as our attorney, to do in our name and on our behalf, all such acts, deeds, and things necessary in connection with or incidental to the submission of the bid for the consultancy of ---------- (insert name of the consultancy), (herein after referred as "Assignment"), including signing and submission of all documents, participating in the meeting and providing information/documents/responses to Bangalore Metro Rail Corporation Ltd.(BMRCL), Bangalore, representing us in all matters in connection with our Bid for the said assignment and if successful, till the whole of the bid process.

We hereby agree to ratify all acts, deeds, and things lawfully done by our said attorney under this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Accepted	For
(Signature) (Name, Title, and Address of the Attorney)	(Signature) (Name, Designation, and Address)

Note:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

2. *Also wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as resolution/ power of attorney in favo4r of the person executing this power of attorney for the designation of power hereunder on behalf of the bidder.*

SECTION-E: CONDITIONS OF CONTRACT

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SECTION – E CONDITIONS OF CONTRACT (CC)

1. Definitions

The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

1.1 Documents

1.1.1 **"Applicable Law"** means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

1.1.2 **"Contract"** means the written Contract Agreement signed by the Parties, to which these Conditions of Contract are attached, together with all the documents listed in Contract Agreement.

1.1.3 **"Contract Agreement"** means the contract agreement pursuant to acceptance letter. It shall also include all subsequent modifications/amendments to record the Contract because of the communications or negotiation proceedings between the parties.

1.1.4 **"Letter of Acceptance"** means the letter from the Employer or a person nominated by them on their behalf for this purpose, to the Consultant, conveying acceptance of the Proposal, subject to any modifications agreed to between the parties and includes unconditional advance acceptance of the Proposal.

1.1.5 **"RFP or BID,"** means the completed offer made by individual/Firm/Company/ Corporation/Joint Venture/Consortium for the consultancy of assignments.

1.1.6 Deleted

1.2 Persons

1.2.1 **"Party"** means BMRCL or CONSULTANT as the case maybe and "parties" means both of them.

1.2.2 **"Contractor"** refers to the Agency appointed by the Employer for the execution of the civil work.

1.2.3 **Consultant"** means the tenderer/bidder named in the Agreement, who has been awarded the contract & entered into agreement, and which expression shall include his/their legal successors and permitted assigns.

1.2.4 **"Consultant's Representative"** means the **Project Coordinator or** nominated Expert for the purpose of this contract by the Consultant.

1.2.5 **"Employer"** means the BANGALORE METRO RAIL CORPORATION LIMITED (also referred to as BMRCL) which expression shall also include their legal successors and permitted assigns.

1.2.6 **"Engineer"** means Chief Engineer or Deputy Chief Engineer or any person/party nominated or appointed from time to time by the Employer to act as the Engineer for the purposes of the Contract awarded to an agency for the execution of the civil work**.**

1.2.7 **"Third Party"** means any person or entity other than the Government, the Employer or, the Consultants.

1.2.8 **"Personnel"** means persons hired by the Consultants as Employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside India, "Local Personnel" means such persons who at the time of being so hired had their domicile inside India.

1.3 Dates, Times and Periods

1.3.1 **"Commencement Date"** will be reckoned as the Date of signing of Contract Agreement.

1.3.2 **"Contract Period"** is the duration of the Consultancy service from the commencement to the end of the Consultancy period including any extensions.

1.3.3 **"Day"** means a calendar day; **"Week"** means 7 calendar days; **"Month"** means 30 calendar days; and **"Year"** means 365 calendar days.

1.3.4 **"Gazetted Holiday"** means every holiday, which is observed by Bangalore Metro Rail Corporation Limited as a gazetted holiday.

1.4 Other Definitions

1.4.1 **"Indian Rupees (INR)"** means the currency of India, and shall be the currency used for the Project.

1.4.2 **"Services"** means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in RFP/Bid document hereto;

1.5 Money and Payments

1.5.1 **"Contract Price** "or **"Contract Value"** means the sum stated in the Letter of Acceptance as payable to the Consultant for the services subject to such additions thereto or deductions there from as may be made under the provisions of the Contract.

1.5.2 **"Bid Price"** is the quoted price at the time of bidding in the Financial Bid.

1.5.3 **"Cost"** means all expenditure properly incurred (or to be incurred) by the Consultant, whether on or off the Site, including overhead and similar charges, but does not include profit.

1.5.4 **"Foreign Currency"** means a freely convertible international trading currency in which part of the Contract Price is payable (if applicable), but not the Local Currency.

1.5.5 **"Local Currency"** means Indian Rupees (INR).

1.5.6 "**Bid Security/Earnest Money"** means a guarantee to be furnished along with Bid by the Bidder.

1.5.7 "**Performance Security**" means a guarantee for satisfactory completion of the services by the consultant and the Employer is guaranteed compensation for any monetary loss up to the amount of performance security.

1.5.8 **"Project"** means Bangalore Metro Rail Project.

2. Interpretation

2.1 The headings in the Agreement shall not be used in its interpretation.

2.2 The singular includes the plural, the masculine includes the feminine, and vice-versa where the context requires.

2.3 If there is a conflict between provisions of the Agreement, the last to be written chronologically shall prevail.

3. Obligations of Consultant

3.1 Scope of Work/Services to be Performed by the Consultant.

(i) Consultants shall perform Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-consultants or third parties. The Detailed Scope of the Work/Services is stated in TOR.

ii) Notwithstanding any review of its organization structure, staff or manning schedules, the Consultant shall remain wholly responsible for providing the services. If, in the opinion of the BMRCL, the progress or performance of the Consultant's service is seen to be at any time inadequate to meet those requirements, the Consultant shall take the necessary steps to improve them on being so notified. If within a reasonable period the Consultant has not improved its progress or performance, the Employer may by writing notice require it to take additional measures, including changes in its organization, at no additional cost to the Employer. Such notice shall be in no way deemed to constitute a waiver of the Employer's rights to terminate the Agreements because the Consultant breached the contract. Failure by the Employer to issue such notice shall not relieve the Consultant of its obligation to achieve the required rate of progress and quality of service.

iii) The Consultant shall not sub-contract any portion of the work without the Client’s prior written consent.

3.2 Conflict of Interest.

3.2.1 The remuneration of the Consultant shall constitute the Consultant’s sole remuneration in connection with this Contract or the Services and, the Consultant shall not accept for their benefit any trade commission, discount, or similar payment in connection with activities under this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultant shall use their best efforts to ensure that any Personnel either of them, similarly shall not receive any such additional remuneration.

3.2.2 The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant (If applicable) and any entity affiliated with such Sub-consultant (if applicable), shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.3 Performance Security

The Consultant shall provide the Employer with a Performance Security for an amount as stated in 'Contract Data' in the form of a **Bank Guarantee** in favor of Bangalore Metro Rail Corporation Ltd, payable at Bengaluru from Indian Scheduled Bank (excluding Co-operative banks) or a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule in the form given in Contract Form-2. In the case of a Joint venture/consortium, the Performance Bank Guarantee can be furnished by any member or member of the Joint venture/consortium. The Performance Security BG shall remain valid for at least 12 months i.e., 60 days beyond the Liability period as described in the RFP document. The Employer reserves the right to forfeit the Performance Security amount in the event of termination of the Services and shall have the right to redeem the Bank Guarantee. In the case required by the employer, the Performance BG is to be extended by the Consultant at his own cost.

Performance Guarantee BG/e-BG shall be released to the Consultant 60 days after the completion of Consultant's Liability Period as per clause 9 & Contract Data of Section-E Conditions of Contract (CC).

3.4 Insurance to be Taken out by the Consultants

3.4.1 The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the 3.4.2 and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.4.2 Insurance Coverage

The insurance coverage against the risks shall be as follows:

(a) Professional liability insurance, with a minimum coverage should be not less than the total Contract price.

(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Employer's country by the Consultant or its Experts or Sub-Consultants, with a minimum coverage "in accordance with the applicable law in the Employer's country";

(c) Third Party liability insurance, with a minimum coverage "in accordance with the applicable law in the Employer's country";

(d) employer's liability and workers' compensation insurance of the Experts and Sub-Consultants in accordance with the relevant provisions of the applicable law in the Employer's country, as well as, concerning such Experts, any such life, health, accident, travel, or other insurance as may be appropriate; and

(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

3.5 Consultant's Actions Requiring Employer's Prior Approval

The Consultants shall obtain the Employer's prior approval in writing before taking any of the following actions:

(a) Any changes in the Key Personnel. If it is necessary to replace any Key person of CONSULTANCY, the latter shall immediately arrange for replacement by a person of comparable or superior competence with the approval of the Employer.

(b) Any other action that may be specified in the contract.

3.6 Authorized Representatives

For the administration of the Agreement, the Consultant shall designate the official or individual to be his authorized representative (Project Coordinator) and who shall be responsible to the Engineer/Employer for various deliverables as per the scope of Services.

3.7 Reporting Obligations

The Consultants shall submit to the Employer the reports and documents specified in the form, in the numbers, and within the periods outlined in TOR.

4. Change in Constitution

The consultant shall promptly notify the Employer of any changes in the constitution of the Consultant. The Employer reserves the right to terminate the Agreement upon death, retirement, insanity, or insolvency of any person being the proprietor/partner in the Consultant, or on the addition or introduction of a new partner managing the Project for the Consultant without the previous approval in writing of the Employer. Until its termination by the Employer as aforesaid, this Agreement shall be in full force and effect, notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its proprietors/partners or addition or introduction of any new partners. In case of death or retirement, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of all terms and conditions of the Agreement, and likewise, on the addition of a new partner, the latter will also become jointly and severally liable.

5. Information

The Employer shall give to the consultant, free of cost, all information which they may be able to obtain, and which may pertain to the Services.

6. Decisions

On all matters referred to in writing by the Consultant, the Employer shall give a decision in writing within a reasonable time.

7. Assistance

The Employer shall use its best effort to assist Consultants as per the Scope of services: (i) providing unobstructed access wherever it is required. (ii) Seeking access to other organizations / Institutions for collection of information.

8. Liability of Consultant to BMRCL

Consultant shall be liable to pay compensation to the Employer arising out of or in connection with the Agreement if a breach of Contract is established against him. Such compensation shall be of reasonably foreseeable loss and damage suffered because of such breach. The total liability of the Consultant to the Employer shall be limited to the contract price.

9. Duration of Liability

The consultant shall not be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him before the expiry of the relevant period stated in Conditions of Contract, or such earlier date as may be prescribed by law.

Duration of Liability shall be as stated in Contract Data.

10. Commencement and Completion

The Services shall be commenced from the Date of signing of Contract / Agreement and completed at the times or within the period as mentioned in Contract Data (as per the Schedule of deliverables for which payment is associated) subject to extension in accordance with the Conditions of Contract.

10.1 Time for Completion

Time is the essence of the Contract and will remain so at all times during the pendency of the Contract including the extended period of the Contract. The time for the completion of service is as stated in 'Contract Data'.

10.2 Extension of Time for Completion

The Consultant may apply for an extension of the Time for Completion if the Service is or will be delayed after the Time for Completion by any of the following causes.

a. "Force Majeure" referred to in Clause 13.0.
b. Instruction of the Engineer to suspend the Services and the Consultant not being in default as to reasons of suspension.
c. Any order of Court restraining the performance of the Contract in full or in any part thereof and the Consultant not being in default as to reason of such order of court.

d. Any other event or occurrence which, according to the Employer is not due to the Consultant's failure or fault and is beyond his control without Employer being responsible for the same.
e. An Employer's Variation.

10.3 Extension of time for delays due to consultant

If the delay in the completion of the whole Services or a portion of the Services, for which an earlier completion period is stipulated, is due to the Consultant's failure or fault, and the Engineer is of the view that the remaining Services or the portions of Services can be completed by the Consultant in a reasonable and acceptable short time, then, the Engineer may allow the Consultant extension or further extension of time at its discretion with or without liquidated damages, for completion, as he may decide.

11. Modifications

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

12. Liquidated Damages

Time is of the essence of the Contract. It shall be the boundary of the Consultant to strictly adhere to the time for performance of various services indicated in the Contract. In case of any delays, the Consultant shall be liable to pay **Liquidated damages** as specified in Contract Data.

13. Force Majeure

13.1 If, at any time during the currency of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reasons of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory rules, regulations, proclamation, orders for requisitions issued by a Government Department or Competent Authority or Acts of God (hereinafter referred to as "event") or any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected then, provided notice of the happening of such an event as given by either party to the other within 21 days of the occurrence thereof:-

a) Neither party shall, by reason of such event, be entitled to terminate the Contract or have claim for damages against the other in respect of such non-performance or delay in performance.
b) The obligation under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
c) If the performance in whole or part of any obligation under the Contract is prevented or delayed by reason of the event beyond a period mutually agreed to

if any, or 60 days, whichever is more, either party may at its option terminate the Contract.

d) In case of doubt or dispute, whether a particular occurrence should be considered an “event” as defined under this clause, the decision of the Engineer shall be final and binding.
e) If the Contract is terminated under this Clause, the Consultant shall be paid fully for the services carried out under the Contract up to date of termination of contract.
f) If neither party issues notice regarding the event within 21 days of its occurrence, the said event shall be deemed not to have occurred, and the Contract will continue to have effect as such.

13.2 If circumstances arise for which the Consultant is not responsible and which makes it impossible for him to perform in whole or in part the Services in accordance with the Contract including force majeure, he shall promptly notify the Employer.

In these circumstances, including force majeure, if certain Services have to be suspended, the time for their completion shall be extended until circumstances no longer exist plus a reasonable period not exceeding 7 days for resumption of them.

14. Suspension

14.1 The Employer may suspend all or part of the Services by notice of at least 30 days to Consultant who shall immediately make arrangements to stop the Services and minimize expenditure.

14.2 The Employer may by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

15. Termination

15.1 Termination by Employer

The Employer may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause and sixty (60) days in the case of the event referred to in (e):

(a) if the Consultant do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Employer may have subsequently approved in writing.
(b) if the Consultant (or any of their members) become insolvent or bankrupt.
(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
(d) if the Consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Employer and includes collusive practice among Consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

(e) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

15.1.1 If the Contract is terminated,

(i) On termination of the Contract, the Performance Guarantee in full concerning the contract price as mentioned in LOA shall be encashed/forfeited.

(ii) The Defaulting Consultant shall not be issued any completion certificate for the contract.

(iii) After termination, the Employer may complete the Assignment and/or arrange for any other entities to do so, in any manner whatsoever or by adopting any means whatsoever, as decided by the Employer. The balance Assignment shall be done independently without risk & cost of the failed Consultant.

(iv) The failed Consultant shall be debarred from participating in the tender for executing the balance assignment. If the failed Consultant is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance Assignment in his/her capacity or as a partner of any other JV/partnership firm.

15.2 Termination by the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause:

(a) if the Employer fails to pay any monies due to the Consultants under this Contract within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue.

(b) If the Employer is in material breach of its obligations under this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Employer of the Consultants' notice specifying such breach.

(c) if, as a result of the Force Majeure, the Consultants are unable to perform a material portion of the Services for not less than sixty (60) days.

15.3 Payment upon Termination

Upon termination of this Contract under Clauses 15.1 or 15.2, the Employer shall make the following payments to the Consultants:

(a) Amount due for Services satisfactorily performed before the effective date of termination.
(b) except in the case of termination under paragraphs (b) and (d) of Clause 15.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

16 Payment to the Consultant.

16.1 Contract Price

Contract Price is the sum stated in the Letter of Acceptance and GST applicable. Contract Price is subject to such additions thereto or deductions there from as may be made under the provisions of the Contract. The Employer will pay GST as applicable in accordance with the prevailing rules on the submission of GST invoices.

16.1.1 Change in Law and Taxes

i) “Change in Law” means the occurrence or coming into force of the following, at any time after the date of submission of the Bid:
   a) Any new taxes, duties, cess, or levies which are imposed which impact the performance of the Consultant with increased costs or which result in extra financial gains to the Consultant due to decreased cost in the execution of the Assignment.
   b) Change in any law pertaining to the Assignment having the above-said impact.

ii) Then the Engineer shall certify such additional or reduced costs after examining records provided by the Consultant and shall be paid by or credited to the Employer.

iii) However, a change in the rate of any existing tax, duties, cess, or levies will not be considered a change in Law. Any risk of change of Tax rate (except Output GST) whatsoever of Tax rate to the assignment lies with the Consultant.

16.2 Payment

a. The Employer would make the payment in favor of the Consultant within 15 working days after the certification of the invoice submitted towards the performance of services by the Consultant.
b. Final Payment: Full payment shall be payable upon submission of the Final Report and its acceptance by the Employer.

16.3 Payment for Additional Services

To determine the remuneration due to additional services, it shall be agreed mutually on a pro-rata basis for the additional services.

16.4 Currency of Payment

All payments shall be made in Indian Rupees only.

16.5 Price variation

Price Variation does not apply to this Consultancy Service.

17 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of the Republic of India.

18 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

19 Ownership of Material and Copyright

Any studies, reports, or other materials, graphics, software, or otherwise, prepared by the Consultant for BMRCL/Employer under the contract shall belong and remain the property of BMRCL/Employer. The copyright of all documents prepared by the Consultant in the performance of the Services under the Agreement shall be vested with the Employer. Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software/soft copies to the Employer, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software but shall not use them for proposals unrelated to this Contract without prior written approval of BMRCL/Employer.

20 Confidentiality

The Consultant shall during the tenure of the contract and at any time thereafter maintain strict confidence for all information relating to the consultancy and shall not, unless so authorized in writing by the Employer, divulge or grant access to any information about the consultancy or its results and shall prevent anyone from becoming acquainted with either through managers or its personnel. The Consultant shall not divulge the information obtained in the course of consultancy in any manner

whatsoever. The Consultant shall also return all reports, notes, and technical data relating to the operational matters to the Employer.

The Consultant shall keep it secret and confidential and shall not disclose to any third party does not use in any unauthorized manner any confidential information regarding the present processing technology and the business affairs of the Employer which the Consultant may have acquired through negotiations, discussions, examination of drawings, designs, process layout, use of infrastructures, etc., leading to the conclusions of this Contract.

The parties further agree not to use such information for any purpose whatsoever except in the manner expressly provided for in this Contract. The obligations hereunder shall survive any termination or cancellation of this Contract.

The documents, all original field records, reports, spreadsheets, or other materials developed by the Consultant under this Contract shall be delivered to the Employer and shall become the property of the Employer.

However, Consultant may retain and use copies of the Documents for the limited purposes for its reference and record in connection with the Project, and for statutory and regulatory requirements to which Consultant is subject, but Consultant shall not divulge the information collected, or conclusions drawn or recommendations made by it during the performance of the “Services” to any third party unless, and only to the extent, expressly authorized in writing by the Employer to do so, for 5 years from the completion of the contractual obligations.

The Consultants shall not, during the term of the Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract, or the Client’s business or operations without the prior written consent of the Client.

21 Notices

Notices under the Contract shall be in writing and will take effect from receipt at the address stated in the Contract. Delivery can be by hand or facsimile message against a written confirmation of receipt or by registered letter or by e-mail subsequently confirmed by letter.

22 Claims, Disputes and Conciliation

All Disputes shall be settled in accordance with the provision of this Clause.

22.1 Procedure for Claims

If the Consultant intends to claim any additional payment under any clause of these Conditions or otherwise, the Consultant shall give notice to the Engineer as soon as possible and in any event within 28 days of the start of the event giving rise to the claim. The Consultant shall keep such contemporary records as may be necessary to

substantiate any claim, either on the Site or at any other location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer shall, on receipt of such notice, inspect such records and may instruct the Consultant to keep further contemporary records. The Consultant shall permit the Engineer to inspect all such records and shall (if instructed) submit copies to the Engineer.

Within 28 days of such notice, or such other time as may be agreed by the Engineer, the Consultant shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

a) the initial fully detailed claim shall be considered as interim.
b) the Consultant shall send further interim claims at monthly intervals, giving the cumulative amount claimed, and any such further particulars as the Engineer may reasonably require; and
c) the consultant shall send a final claim within 28 days after the end of effects resulting from the event or circumstance, or within such other period as may be proposed by the Consultant and approved by the Engineer.

If the Consultant fails to comply with this Sub-clause, he shall not be entitled to claim any additional payment.

22.2 Payment for Claims:

The Consultant shall be entitled to have included in any Interim Payment Certificate such amount for any claim as the Engineer considers due, after taking approval from the Employer. If the particulars supplied are insufficient to substantiate the whole of the claim, the Consultant shall be entitled to payment for such part of the claim as has been substantiated.

22.3 No Legal action till Dispute Settlement Procedure is Exhausted

Any and all Disputes shall be settled in accordance with the provisions of Clause 17. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Clause 17 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.

22.4 Notice of Dispute

A Dispute shall be deemed to arise when one party serves a notice in writing (hereinafter called a "Notice of Dispute") within 30 days from the date of rejection of claim by the parties.

22.5 Dispute Resolution

Disputes shall be settled through Conciliation procedures as established by "The Arbitration and Conciliation Act, 1996" and as amended from time to time.

22.6 Conciliation

Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation. Proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted, then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation, he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.

The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the Employer. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

22.7 Conciliation Procedure

The Employer shall maintain a panel of Conciliators with requisite qualifications and professional experience who shall be from serving or retired engineers of Government Departments, or of Public Sector Undertakings. Panel list not to include serving or former employees of the Employer. Out of this panel, a list of three Conciliators shall be sent to the Consultant who shall choose one of them to act as Conciliator and conduct conciliation proceedings in accordance with “The Arbitration and Conciliation Act, 1996”, of India. The party serving notice of dispute on the other party shall also serve such notice on the Conciliator chosen as per this Clause. The Employer at the time of offering the panel of Conciliators to be appointed as Conciliator shall also supply the information with regard to the qualifications of the said Conciliators nominated in the panel along with their professional experience, phone nos. and addresses to the Consultant

22.8 Termination of Conciliation Proceedings

The conciliation proceedings shall be terminated:

a) by the signing of the settlement agreement by the parti*es on the date of agreement; or*

b) by written declaration of the conciliator, after consultation with the parties, to the effect further efforts at conciliation are no longer justified, on the date of declaration; or

c) by a written declaration of the parties to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or

d) by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration.

Upon termination of the conciliation proceedings, the Conciliator shall fix the costs of the conciliation and give written notice thereof to the Parties. The costs shall be borne equally by the Parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a Party shall be borne by that Party.

22.9 Suspension of Work on Account of conciliation

The reference to Conciliation shall proceed not withstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, Engineer and the Consultant shall not be altered by reasons of conciliation being conducted during the progress of the Works. Neither party shall be entitled to suspend the work or part of the work to which the dispute relates on account of conciliation and payments to the Consultant shall continue to be made in terms of the Contract.

22.10 Judicial Recourses

In the event that a dispute remains unresolved via the conciliation process, the aggrieved party may seek judicial recourses.

22.11 Jurisdiction of Courts

Any suit or application, arising out of any dispute or differences on account of this contract shall be filed in a competent court at Bangalore, Karnataka only and no other court or any other district of the country shall have any jurisdiction in the matter.

22.12 Matters finally determined by the Employer

If the Consultant (s) does/do not prefer his/ their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Employer that the final bill is ready for payment, he/they will be deemed to have waived his/their claims (s) and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims.

23 Performance Certificate

Performance of the Consultant's obligations shall not be considered to have been completed until the Employer has issued the Performance Certificate to the Consultant, stating the date on which the Consultant completed his obligations under the Contract. The Employer shall issue the Performance Certificate within 28 days after the expiry of the Claim Period.

24 Approvals

The Employer, BMRCL will apply and obtain the approval of all concerned local authorities. However, the Consultant shall coordinate, liaise, and pursue with local authorities for quick approval and clearances as deemed necessary, depending on the conditions prevailing at the site.

CONTRACT DATA

1	Amount of Performance Guarantee / Security Deposit (CC Clause 3.3)	Within 15 days from the date of receipt of the Letter of Acceptance, the Successful Bidder shall furnish Performance Security at 3% of the Contract Price as mentioned in LoA (To calculate the amount of Performance Security, only the value of the contract price as mentioned in LoA will be considered).
2	Signing of Contract / Agreement	The Successful Bidder shall execute a Contract / Agreement with BMRCL within 7 days from the date of submission of Performance Security / Security Deposit.
3	Commencement Date for commencement of the Consultancy Services (CC Clause-10)	Date of Signing of Agreement.
4	Time for Completion (CC Clause-10)	The duration of services under this Assignment will be for 30 Weeks from the date of commencement of service i.e., date of signing of Agreement.
5	Liquidated Damages (LD) (CC Clause 12)	The upper limit for Liquidated Damages is 5% of the Contract Price as mentioned in LoA.
6	Consultant's Liability Period (CC Clause 9)	03 months reckoned from the Date of Completion of Consultancy Services as accepted by BMRCL.
7	The period in which all Insurances must be submitted (CC Clause- 3.4)	Within 2 weeks from the Date of Commencement of Consultancy Services.
8	Validity of Performance Guarantee / Security Deposit in case of BG/e-BG	12 Months i.e., 7 months Contract Period + 3 Months Consultant's Liability Period + 2 Months claim period for BMRCL

SECTION – F: CONTRACT FORMS

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CONTRACT FORM -1

CONTRACT AGREEMENT

This Contract Agreement (hereinafter referred to as the "Contract") is made at Bangalore on -- day of **January 2026** by and between:

Bangalore Metro Rail Corporation Limited, a company incorporated under the Companies Act, 1956, having its Corporate Office at III Floor, BMTC Complex, K.H. Road, Shanthinagar, Bengaluru – 560 027, represented by ----------, hereinafter referred to as **"**BMRCL" or the "Employer**"**, as the case may be, which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns, of the **FIRST PART**; and

M/s---------- represented herein by ---------- who is duly authorised to sign and bind the Company, under the ----------**,** hereinafter referred to as the "Consultants" which expression shall unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns of the **SECOND PART.**

WHEREAS, the Consultant has submitted its Bid pursuant to BMRCLs tender invitation vide RFP No. ----------," and the said Bid has been accepted by the Employer, after technical and financial scrutiny by the Tender Scrutiny Committee.

AND WHEREAS, accordingly, the Employer has agreed to engage the Consultant, and the Consultant has agreed to be so engaged, to perform the Consultancy Services for the "---------"**,** pursuant to Letter of Acceptance (LoA) No**.** ----------**,** in accordance with the terms and conditions stipulated in this Contract Agreement and the other Contract Documents.

Now THEREFORE the parties hereby agree as follows:

Clause 1 Words and Expression:

In this Contract, all the words and expressions shall have the same meanings as are respectively assigned to them in the conditions of the contract, which are hereinafter referred to,

Clause 2 the Contract Documents:

The following shall be deemed to form and be read and construed as a part of this Contract Agreement:

1. The Letter of Acceptance.
2. Replies to Pre-Bid queries, Clarifications, addenda, and corrigenda issued to the RFP document.
3. Price bid
4. Conditions of Contract.
5. Consultant's Proposal

6. Any other document forming part of the Contract.

All the foregoing documents, together with this Contract Agreement, are referred to herein as the Contract. The 'Priority of Documents' will be as given above.

Obligations of the Consultants and Employer

The Mutual rights and Obligations of the Employer and the consultants shall be as outlined in the contract and.

Clause 3 Obligations of the Consultants:

The consultants agree, subject to the terms and conditions of the Contract, to perform efficiently and faithfully the said Consultancy Services and provide other facilities requisite for or incidental to the successful completion of the Consultancy Services and in carrying out all duties and obligations imposed by the Contract.

Clause 4 Obligations of the Employer:

The Employer agrees, subject to the terms and conditions of the Contract, to pay the consultants the amount specified, and at the rates and terms and in the manner set forth in the Contract.

Clause 5 Contract Price:

5.1. Employer agrees to pay the consultants the total amount mentioned below (hereinafter called 'the Contract Price') and the consultants agree to accept the total amount mentioned below for the Consultancy services carried out by them as part of obligations, responsibilities, and liabilities under and according to the provisions and obligations imposed on them by the Contract.

Indian Rupees **₹ ----------** which includes all taxes, cess, duty, royalty and other levies applicable for the Consultancy services except GST. BMRCL shall pay output GST as applicable and claimed under each of Running Account bill /invoice in accordance with contract conditions.

5.2. The contract price mentioned above will be increased or decreased during the period of performance of the contract as specifically provided, if any, in the Conditions of Contract and no additional amount for any other account whatsoever shall be payable to the consultants.

Clause 6 Completion Time:

The Duration of Consultancy Service shall be **----------** from the Commencement Date**.**

Clause 7 Integration:

The Employer and the Consultants agree that this Contract Agreement, together with the other Contract Documents, expresses all of the agreements, understandings, promises, and covenants of the parties, and integrates, combines, and supersedes all prior and contemporaneous negotiations, understandings, and agreements, whether written or oral and no modification or alteration of the Contract Documents shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this

Contract Agreement, except as may otherwise be specifically provided in the Contract Documents.

Clause 8 Governing Law

This Contract is enforceable and construed under the applicable laws of the Republic of India.

Clause 9 Dispute Resolution & Jurisdiction:

Any Dispute or difference of any kind whatsoever between the Employer and the consultants arising out of or in connection with this agreement shall be referred to a mutually acceptable experienced Conciliator who shall make every endeavour to make the parties reach a mutually acceptable settlement, failing which either of the parties shall be at liberty to approach jurisdictional Commercial Court at Bangalore for adjudication of the Dispute. The Conciliation shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 of India as amended from time to time and the Rules thereunder. The Conciliation process shall be completed within 60 days from the date of acknowledgement of the appointment notice by the Conciliator.

Clause 10 Language

This Agreement and the other Contract Documents are made in the English language.

Clause 11Jurisdiction of Court

The Courts at **Bangalore** shall have exclusive jurisdiction in respect of all the disputes arising out of this Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names by their authorized representatives as of the day and year first above written

For **Bangalore Metro Rail Corporation Limited**

(Employer)

WITNESS: ----------

For ---------- (Consultant)

WITNESS: --------

Notes: (for preparation of but not for inclusion in the engrossment of the Contract Agreement)

1 If the consultants comprise a partnership or joint venture, liability will be joint, and several, and each member thereof must be identified.
2. In the case that the consultants comprise a single company, this line should be deleted entirely, as also should paragraphs (b) and (c) above.

3. In the case that the consultants comprise a single company, the word “collectively” should be deleted from this line.
4. Enter the appropriate nature of the consultants, company, partnership, or joint venture.
5. Enter the date of the appropriate resolution.
6. The required Stamp duty in accordance with the Karnataka Stamp Act is to be borne by the consultants.

CONTRACT FORM -2

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(Refer CC clause 3.3)

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

To
Bangalore Metro Rail Corporation Limited (BMRCL)
3rd Floor, BMTC Complex,
K.H. Road, Shanthinagar
Bengaluru – 560027,
Karnataka, INDIA.

1. **WHEREAS** _____ *[Name and Address of the Consultant]* (hereinafter referred to as the "Consultant") has undertaken for the due performance of the Contract, in pursuance of LoA/Contract No. _____ for _____ *[Description of the Consultancy Service Contract to be specified]* (hereinafter referred to as "the Contract"). The Contract was awarded by Bangalore Metro Rail Corporation Limited (hereinafter referred to as the "Employer" or "BMRCL"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, and assignees, to the Contractor.

2. **AND WHEREAS** it has been stipulated in the Contract that the Consultant (in case of JV/Consortium, by any member/s of JV) shall furnish to the Employer with an unconditional and irrevocable Bank Guarantee for Performance Security for the sum specified herein below as security for compliance of the obligations and performance of the Consultant. In pursuance to this M/s_____ (The Consultant) has requested for issuance of the Bank Guarantee for the sum specified herein below.

~~3.~~ **AND WHEREAS we** _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, and the correspondent Bank hereby agrees to give the Employer on behalf of the Consultant such a Bank Guarantee drawn and payable at Bengaluru branch.

4. **NOW therefore**, the Bank hereby affirms, that it is the guarantor and is responsible to the Employer and their successors, on behalf of the Consultant 'up to a total sum of _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies in which the contract price is payable]*. Further, the Bank hereby unconditionally, irrevocably, and without demur undertakes to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

5. This Bank Guarantee is encashable at the Issuing Bank's designated Branch in

Bengaluru, Karnataka, India as mentioned below:

Name of the Bank, Branch and contact details, Address, telephone no: & Fax No: E-mail Address Branch Manager/s name & Mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address: _____

OR

This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer (Bangalore Metro Rail Corporation Limited) as given below:

Sl. No.	Particulars	Details
i	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
ii	Name of Bank	Bank of India
iii	Branch	Cantonment Branch, Bengaluru.
iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bengaluru – 560 001
v	Account No.	840420110000760
vi	IFSC Code:	BKID0008404

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.

8. The Employer shall have rights to encash this Bank Guarantee at any time during the validity period and the 'Consultant' shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the 'Employer'. The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the 'Employer', without the consent of the 'Consultant' and without referring the matter to the 'Consultant'.

9. The Bank shall be liable to pay the 'Employer', any amount up to and inclusive of the aforementioned full amount upon written order from the 'Employer' to indemnify the 'Employer' for any liability or damage resulting from any defects and/or shortcomings of the 'Consultant' and/or the debts the 'Consultant' may have incurred with the 'Employer' and/or any parties involved in the Services under the Contract mentioned above, whether these defects and/or shortcomings and/or debts are actual and/or estimated and/or expected. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Consultant' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Consultant'.

10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating

the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.

11. This Bank Guarantee will not be discharged due to a change in the constitution of the 'Consultant' or a change in the constitution of the Bank.

12. This Deed of guarantee is signed and executed by Shri/Smt _____and Shri/Smt _____who is/are authorized by the Bank to issue the guarantee on its behalf and their ID No/s. and Email address/es being _____ & _____ and _____ & _____ respectively.

13. The Bank's liability under this Guarantee shall not exceed the amount of_____ *[Indian Rupees/Foreign Currency/ies to be specified in words and figures].*

14. This Bank guarantee shall be valid till _____ *[Date to be mentioned].*

15. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the happening of any of the following events:

    a) Payment by the Bank of the Guaranteed sum in full to the 'Employer',

    Or

    b) Issue of written communication by the Employer, to the Bank, along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee and in case of electronic Bank Guarantee (e-BG), after release/discharge of e-BG by the Employer through NeSL portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK:

_____

ADDRESS:

_____

Notes:

1. The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".

2. The Bank Guarantee to be submitted shall be got issued from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule.
3. For SFMS the details of Employer's bank are as under:

   Name: BANGALORE METRO RAIL CORPORATION LIMITED

   Name of the Bank: BANK OF INDIA

   Branch: CANTONMENT BRANCH, BENGALURU.

   Account No. 840420110000760

   RTGS/IFSC: BKID0008404
4. The above format shall be used for e-Bank Guarantee also.

   Details for issuance of e-BG on NeSL Portal:

   - PAN of BMRCL (Beneficiary): AAACB4881D
   - E-mail ID of Beneficiary: ----------
   - RFP Reference: ***--------(As perLoI)***

PROPOSAL SUBMISSION FORM

To:
The Managing Director,
Bangalore Metro Rail Corporation Ltd.
Third floor, BMTC Complex
KH Road, Shanthinagar
Bengaluru-560027, Karnataka, India.

Sir,

Sub: Transaction Advisory (TA) Services for Integrated Property Development at Nagawara Metro Station of BMRCL.

We, the undersigned offer to provide the **Transaction Advisory (TA) Services for Integrated Property Development at Nagawara Metro Station of BMRCL** in accordance with your Request for Proposal.

If negotiations are held during the period of validity of the Proposal, i.e., before Bid validity, we undertake to negotiate. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We undertake that, in competing for (and, if the awards are made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand you are not bound to accept any Proposal you receive.

Thank you,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Address:

**** Format as appears at KPP Portal, not to include in Technical Bid document.

Financial Offer Inclusive of all applicable Taxes	
Schedule	**Lump-sum Amount to be quoted by the Bidder in INR**
Transaction Advisory (TA) Services for Integrated Property Development at Nagawara Metro Station of BMRCL for the scope of services as mentioned in TOR	

Break-up of Taxes included (refer the lump sum amount quoted above)	
Component	**Tax Amount (INR)**
Goods & Service Tax (@18%)	

Note: The 'Bid Price' or 'Quoted Price' shall include all Taxes, cess, duty, royalty, and other levies applicable for the Assignment, & **inclusive of GST (@18%).**

Checklist of Documents to be submitted / uploaded mandatorily by the Tenderer

Sl. No.	Minimum qualifications prescribed	Documents to be provided in testimony of the possession of the qualification
1	Work Completion Certificate from the client as a Prime Consultant (Single Entity or Joint Venture partner) in *Similar Consultancy Services that has been completed during the last 07 (Seven) years ending as on the date of bid submission.	**Attachment – 4 & 5**
2	Work Completion Certificate as a Prime Consultant (Single Entity or Joint Venture partner) in *Similar Consultancy Services at least must have successfully completed 03 (Three) similar Contracts in Government/PSU/Local Bodies that has been completed during the last 07 (Seven) years ending as on the date of bid submission.	**Attachment – 4 & 5**
3	Annual Turnover Certificate issued by practicing CA for the last five (05) financial years, counted from the current financial year.	**Attachment-7 & 7A**
4	Net Worth Certificate issued by practicing CA	**Attachment-7**
5	Proforma Letter of Declaration and Undertaking	**Attachment -1**
6	Proforma Letter of Declaration Regarding Eligibility in Respect of Clause 2.2 of EQC	**Attachment -3**
7	Undertaking Regarding Eligibility in Respect of Clause 2.2 of EQC ,In the case of Sub-Contracting	**Attachment -3A**
8	Undertaking Regarding Eligibility in Respect of Clause 2.2 of EQC. In the case of Transfer of Technology (ToT)	**Attachment -3B**
9	Company Profile of Consultant	**Attachment –6**
10	Format for Power of Attorney for Bidding	**Attachment -8**
11	**Key Personnel Details:** **a. Team Leader cum Finance Expert:** MBA/PGDM or equivalent with 10-12+ years in transaction advisory for PPP projects.	
	b. Sector Specific / Technical / Market Expert: Master's in planning / architecture / construction management/real estate with 5-6+ years in feasibility and market assessment.	
	c. PPP cum Procurement Expert: MBA/ Masters in Engineering or equivalent with 5-6+ years in bid process management for PPP projects.	
	d. Architect: Masters in Architecture / Urban Planning	